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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TIMOTHY DEMBECK, an individual, on
behalf of himself and others similarly situated,

Plaintiff(s),

vs.

CHARTER COMMUNICATIONS, INC.,

Defendant.

Case No. 3:13-cv-00600-LRH-WGC

**STIPULATION OF DISMISSAL;
ORDER THEREON**

1 Pursuant to Federal Rule of Civil Procedure 41 and 29 U.S.C. Section 216, Plaintiff
2 Timothy Dembeck ("Plaintiff"), by and through his counsel of record, and Defendant Charter
3 Communications, Inc. ("Defendant"), by and through its counsel of record (collectively referred
4 to as the "Parties"), hereby stipulate as follows:

5 WHEREAS, Plaintiff filed his Complaint on October 31, 2013 ("Action"), which
6 contained a claim for failure to pay overtime under the Fair Labor Standards Act ("FLSA") and
7 sought to proceed as a collective action under 29 U.S.C. Section 216;

8 WHEREAS, this Action was never conditionally certified or certified as a collective
9 action;

10 WHEREAS, this Action was never certified as a class action;

11 WHEREAS, the Parties have agreed to resolve Plaintiff's individual FLSA claim and
12 Plaintiff's other claims in the Action;

13 WHEREAS, as part of the Parties' settlement, they have agreed to dismissal of all claims
14 and for Charter to pay Plaintiff Five Thousand Dollars (\$5,000.00) for the dismissal with
15 prejudice and release of his First Claim for Relief, which alleges that Defendant has violated the
16 FLSA;

17 WHEREAS, the payment above is based on (1) Plaintiff's 13-month length of service
18 during the claimed three-year statute of limitations period from the date Plaintiff filed the Action,
19 and (2) the amount of weekly overtime Plaintiff alleges he worked over that 13-month time
20 period;

21 WHEREAS, Defendant denies that it violated the FLSA as to Plaintiff, and denies that it
22 engaged in any wrongdoing;

23 WHEREAS, the Parties have resolved Plaintiff's First Claim for Relief to avoid the cost
24 and uncertainty of litigation; and

25 WHEREAS, in consideration for the settlement amount, Plaintiff signed a release of his
26 claim that Defendant violated the FLSA.

27 THEREFORE, the Parties hereby stipulate that (a) the settlement amount above represents
28 a fair and reasonable resolution of a bona fide dispute and that Plaintiff's claim for relief under

1 the FLSA be dismissed with prejudice with each party bearing its own costs and attorneys' fees;
2 and (b) the entire Action should be dismissed with prejudice.

3 Dated: September 5, 2014.

THIERMAN LAW FIRM

4
5 By /s/ Joshua D. Buck

6 JOSHUA D. BUCK

7 Attorneys for Plaintiff
TIMOTHY DEMBECK

8
9 Dated: September 5, 2014.

MORGAN, LEWIS & BOCKIUS LLP

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11 By: /s/ Daryl S. Landy

12 DARYL S. LANDY


13 Attorneys for Defendant
14 CHARTER COMMUNICATIONS, INC.

15 **ORDER**

16 Good cause appearing, the Court hereby (1) approves the dismissal and release of
17 Plaintiff's First Claim for Relief alleging that Defendant violated the FLSA, and (2) approves the
18 dismissal of this entire action with prejudice.

19 DATED this 9th day of September, 2014.

IT IS SO ORDERED:

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23 LARRY R. HICKS
24 UNITED STATES DISTRICT JUDGE
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